



CITY OF ROANOKE, VIRGINIA

REQUEST FOR PROPOSAL
Professional Services

FOR

CONSTRUCTION INSPECTION PROGRAM (2015-2020)

RFP NUMBER 15-11-07

OPENING DATE: June 23, 2015

OPENING TIME 2:00 P.M.

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division located in the Noel C. Taylor Municipal Building, 215 Church Avenue, SW, Room 202, Roanoke, VA 24011. This document may be viewed and/or downloaded from the City of Roanoke Purchasing Division's Vendor Self Service website at <https://vss.roanokeva.gov> or from the Purchasing Division's website at www.roanokeva.gov/purchasing. If you have any problems accessing the documents, you may contact Purchasing at (540) 853-2871 or purchasing@roanokeva.gov.

**THIS PUBLIC BODY DOES NOT DISCRIMINATE
AGAINST FAITH-BASED ORGANIZATIONS**

DATE of RFP: June 5, 2015

REQUEST FOR PROPOSAL (RFP)

RFP No. 15-11-07
Issue Date: June 5, 2015
Commodity Code: 91842

Title: Construction Inspection Program (2015-2020)

Issued By: City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave., SW, Room 202 Roanoke, VA 24011-1517 Phone (540) 853-2871 FAX (540) 853-1513 Email: Simone.Knowles@roanokeva.gov	For: City of Roanoke Engineering Division Noel C. Taylor Municipal Building 215 Church Ave., SW, Room 350 Roanoke, VA 24011 Phone (540) 853-2731 FAX (540) 853-1364 Email: Luke.Pugh@roanokeva.gov
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Sealed proposals will be received on or before **2:00 P.M., Tuesday, June 23, 2015** for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

All questions must be submitted before 5:00 p.m., Tuesday, June 16, 2015. If necessary, an addendum will be issued in the form of a facsimile and posted to the City website at www.roanokeva.gov/purchasing Current Bid/RFP Requests and on the City of Roanoke Purchasing Division's Vendor Self Service website at <https://vss.roanokeva.gov>.

If proposals are mailed, send directly to the Purchasing Division at the address listed above. If hand delivered, deliver to Purchasing Division at Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

The City reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Offeror. No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal, except as provided in the RFP.

Legal Name and Address of Firm:

Date: _____

By: _____

(Signature in Ink)

Name: _____

(Please Print)

Zip: _____ Title: _____

Phone: _____ FAX: _____

Email: _____ Business License# _____

Virginia State Corporation Commission Identification Number: _____

TABLE OF CONTENTS
REQUEST FOR PROPOSAL NO. 15-11-07
CONSTRUCTION INSPECTION PROGRAM (2015-2020)

INTRODUCTION.....	4
SECTION 1. PURPOSE.....	6
SECTION 2. BACKGROUND.....	6
SECTION 3. INSTRUCTIONS TO OFFERORS.....	6
SECTION 4. MISCELLANEOUS.....	9
SECTION 5. PROTESTS.....	11
SECTION 6. SERVICES/ITEMS REQUIRED	11
SECTION 7. EVALUATION CRITERIA.....	11
SECTION 8. SELECTION PROCESS.....	12
SECTION 9. INFORMATION ON CONTRACT TO BE AWARDED.....	13
ATTACHMENT A. SAMPLE CONTRACT	

CITY OF ROANOKE, VIRGINIA
REQUEST FOR PROPOSAL
FOR

CONSTRUCTION INSPECTION PROGRAM (2015-2020)

RFP NUMBER 15-11-07

INTRODUCTION

The City of Roanoke, Virginia, is seeking competitive proposals and qualifications from Offerors to provide construction inspection services for bridge, roadway and overhead sign construction and rehabilitation in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from the Purchasing Division, (540) 853-2871. This document may be viewed and/or downloaded from the City of Roanoke Purchasing Division's Vendor Self Service website at <https://vss.roanokeva.gov> or from the Purchasing Division's website at www.roanokeva.gov/purchasing. If you have any problems accessing the documents, you may contact Purchasing at (540) 853-2871 or purchasing@roanokeva.gov.

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on Tuesday, June 23, 2015 in the Purchasing Division, City of Roanoke, Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA 24011. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) original and four (4) copies, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. The notation "**Construction Inspection Program, RFP No. 15-11-07**" and the specified opening time and date must be clearly marked on the front of that sealed envelope or package.

The City of Roanoke, Virginia, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The City of Roanoke, Virginia reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Project evaluation and award will be accomplished in accordance with this RFP and Sections 23.2-1, et seq., of the Code of the City of Roanoke, Virginia. If an award of a contract is made, notification of such award will be posted for public review in the lobby on the second floor of the Noel C. Taylor Municipal Building, 215 Church Ave., SW, Roanoke, VA 24011.

No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal.

Inquires regarding this RFP should be directed to Luke Pugh, at (540) 853-2731. Inquires for information regarding procurement procedures and/or proposal submission shall be directed to the Purchasing Manager at (540) 853-2871.

This RFP consists of this Introduction, nine (9) numbered sections, and the attachments hereto.

If you download this RFP from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City. Contact Purchasing by phone at (540) 853-2871, by fax at (540) 853-1513, or by email at purchasing@roanokeva.gov.

Respectfully,

Simone Knowles
Purchasing Manager

Date: June 5, 2015

City of Roanoke, Virginia
Request for Proposal No. 15-11-07

CONSTRUCTION INSPECTION PROGRAM (2015-2020)

SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is the procurement of construction engineering inspection services to aid in the City's capital improvement program for bridges and roadways. The City of Roanoke invites any qualified Offeror to respond to this RFP by submitting a proposal for "Construction Inspection Program" consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

SECTION 2. BACKGROUND.

Background Information for Offerors: The City of Roanoke has approximately 115 bridges, culverts, and tunnels and 15 overhead signs. The City is undertaking an extensive capital improvement program and annual maintenance program to replace and rehabilitate the various structures. Replacement includes complete construction of the substructure, superstructure, and deck components from the ground up. Rehabilitation includes using techniques such as epoxy overlays, latex modified concrete overlays, substructure repair, etc. Construction techniques rely on a mix of both City of Roanoke and Virginia Department of Transportation (VDOT) specifications. Construction services include, but are not limited to, daily log documentation, enforcing compliance of work in accordance with Plans and Specifications, verifying payment quantities, etc.

SECTION 3. INSTRUCTIONS TO OFFERORS.

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact the Purchasing Manager at (540) 853-2871.
- B. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the City of Roanoke, which may also be considered.

1. Organizational structure of firm and qualifications of management personnel.

Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.

2. Financial condition of the firm and ability to perform all obligations of any resultant contract.

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP. Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 4(A) of this RFP.

3. Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the City of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP.
4. Experience in providing the services and/or items requested by this RFP.
5. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
6. The character, integrity, reputation, judgment, experience, efficiency, and effectiveness of the Offeror.
7. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
8. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services.

9. The conditions, if any, of the proposal.
- C. Each Offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the City. Each reference should include organizational name, official address, contact person, title of contact, and phone number.
- D. The proposal should be no more than 20 sheets (printing on back and front is acceptable) in length. Also include any other materials you may want to submit as part of your proposal response.
- E. Responses to this RFP must be in the prescribed format.
- F. The City may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- G. The City has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- H. The City is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the City.
- I. Only the City will make news releases pertaining to this RFP or the proposed award of a Contract.
- J. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- K. Each Offeror is required to state if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the

details of each such matter and include this information with the proposal response.

SECTION 4. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.
- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes. The City Purchasing Division or its designee will issue Addenda. **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City.**
- D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The City may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The City

reserves the right to reject any proposal if the Offeror fails to satisfy the City that it is qualified to carry out the obligations of the proposed contract.

- F. The successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the City of Roanoke to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities.
- I. The successful Offeror shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this RFP, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- N. Insurance Requirements:
Successful Offeror, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Offeror, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have.

SECTION 5. PROTESTS.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the City Purchasing Manager within the required time period.

SECTION 6. SERVICES AND/OR ITEMS REQUIRED.

A description and/or listing of the services and/or items that the successful Offeror will be required to provide to the City under this RFP are those that are set forth in this RFP, below, referred to in any way in the sample contract, in any terms and conditions, and/or in any attachments to this RFP.

Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the City under this RFP is subject to negotiations with the successful Offeror, and final approval by the City.

Such services will include, but are not necessarily limited to, the following:

Construction inspection services including: daily log documentation, enforcing compliance of work in accordance with plans and specifications, verifying payment quantities, etc. Construction techniques rely on a mix of both City of Roanoke and Virginia Department of Transportation (VDOT) specifications.

SECTION 7. EVALUATION CRITERIA.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:

- A. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- B. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the City's contract.
- C. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services and/or items required in this RFP.

- D. The quality of Offeror's performance in comparable and/or similar projects.
- E. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely fashion.

SECTION 8. SELECTION PROCESS.

- A. Pursuant to Section 2.2-4301(3)(a) of the Code of Virginia, selection of the Offeror will be as follows:
 - 1. The City Manager, or City Manager's designee, shall engage in individual discussions with two or more Offerors, if there be that many deemed fully qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed projects as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs including, where appropriate, design, construction, life cycle cost, nonbinding estimates of price for services, and other matters. Methods to be utilized in arriving at a price for services may also be discussed. Properly designated proprietary information from competing Offerors shall not be disclosed to the public or competitors, except as may be required by law.
 - 2. At the conclusion of discussions, outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious shall be ranked in order of preference.
 - 3. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of City personnel and/or

others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the City Manager, or the City Manager's designee, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the City, as determined by the City Manager, or the City Manager's designee. The City reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the City.

- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the City and may or may not be conducted.

SECTION 9. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment A to this RFP contains terms and conditions that the City plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the successful Offeror.

END

**ATTACHMENT A
TO RFP No. 15-11-07**

**CITY OF ROANOKE, VIRGINIA
CONTRACT FOR CONSULTANT SERVICES**

This Contract, made at Roanoke, Virginia, on _____, 20____, by and between the City of Roanoke, Virginia (hereinafter referred to as the "City" or "Owner"), and _____

(hereinafter referred to as "Consultant").

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Contract and the Respective Covenants contained herein, IT IS MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

SECTION 1. PROJECT.

The term Project as used in this Contract refers to the following:

- General Project Description
- Special Features
- Purpose of the Project

SECTION 2. CONSULTANT SERVICES.

Consultant shall provide the following professional services together with the preparation of Project plans, design drawings and specifications for the orderly development of the Project:

A. SCOPE OF SERVICES.

The Consultant shall commence, carry on, and complete the Project with all dispatch in a sound, economical, and efficient manner, in accordance with the provisions hereof and all applicable laws. In accomplishing the Project, the Consultant shall take reasonable professional efforts to ensure that the work involved is properly coordinated with any related work being carried on by the City or by other City employees, consultants, representatives, or attorneys.

[Insert Detailed Scope of Services for the Project]

1. Attend general public meetings (conducted and scheduled by the Owner) as the Owner may request. _____ meetings are anticipated for this project.
2. Record a written record of all Project meetings with the Owner. Meeting minutes shall be submitted to the Owner not more than 10 days after the meeting.

3. This Project is a Design to Budget Project. The budget for this Project is \$_____, and this amount includes all of the Consultant's fees, costs, and expenses. This cost will include all work required for a complete, usable and properly working Project. The Consultant is specifically advised of budget constraints for this Project and the Owner expects and the Consultant agrees to provide an acceptable design in accordance with the Project description and within the stated budget.
4. The Consultant and the Owner agree that should the Design to Budget cost identified in the paragraph above be exceeded by the low bidder by more than 10%, any revision to the Project plans and specifications necessary to bring the cost of the Project within the Design to Budget cost will be completed by the Consultant at no additional cost to the Owner.
5. A detailed cost estimate commensurate with the level of design shall be supplied by the Consultant with each Project phase submittal. Should any cost estimate indicate a problem in securing a bid within the Design to Budget cost, the Consultant shall notify the Owner to redefine the Project scope, materials of construction, etc., as necessary to resolve the estimated cost of construction within the Design to Budget cost.
6. The City may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract. Any changes requiring any increase in the Contract sum shall be subject to the verification of funding by the City's finance department and approval by the City.

B. PROJECT SCHEDULE.

1. The Owner and the Consultant agree that time is of the essence and that delays in the design or construction may significantly impact the feasibility and/or cost of the Project.
2. The Project design development will correspond to the following definitions:
 - a. Conceptual Design Phase shall include surveys, design drawings and outline specifications to refine the Project scope and confirm project feasibility and the Design to Budget cost.
 - b. Preliminary Design Phase shall include subsurface investigations, detailed design drawings and specifications in sufficient detail to clearly define all items which may affect the project Design to Budget cost.
 - c. Final Design Phase shall include final detailed design drawings, specifications and contract documents in a ready to bid form.
 - d. Project Bid Phase shall include all consulting services necessary to advertise the Project, conduct a pre-bid conference, provide contract

addenda as necessary, receive bids, evaluate and tabulate bids and provide a recommendation for award of the construction contract.

- e. Construction Phase shall include all consulting services necessary to administer the construction of the Project.

3. The following is the Project schedule:

- Conceptual Design Phase
- Preliminary Design Phase
- Final Design Phase
- Bidding Phase
- Construction Phase
- Record Drawings

C. PROJECT DELIVERABLES.

The Consultant agrees to deliver to the Owner in a timely and proper manner the following:

1. Completed set of original plan sheets deemed constructible by the City Engineer with original certification seals and signatures. Such plans shall be printed on bond paper (20 pound minimum) or as otherwise requested by the City Engineer.
2. Prepare and provide all Project documents with original certification and regulatory approval signatures.
3. Reproducible copy of all Project documents prepared by the Consultant.
4. All Project drawings in AutoCAD (Release 2012 or newer) format together with any related symbol and/or font libraries.
5. Copies of all Project calculations including complete reproducible calculation notebook(s) with a CD containing final electronic files used to generate calculations, details, certifications, cost estimates, survey notes, charts, reports, studies, sketches, maps, and other documentation as may be reasonably required by the City Engineer for the Project.

D. PERSONNEL.

1. The Consultant hereby designates assignments for this Project as follows:

- Principal in Charge:
- Project Manager:
- Project Architect:
- Civil Engineer:
- Structural Engineer:
- Mechanical Engineer:
- Electrical Engineer:

2. Where circumstances require substitution for any of the above listed personnel assignments, the Consultant shall so advise the Owner in writing. The substitute shall be of the same or greater level of expertise and experience as the personnel being replaced. The Owner reserves the right to accept or reject any initial or substituted Project personnel. The Consultant's Project Manager shall not be reassigned or replaced during the term of the Contract without the express written approval of the Owner.

SECTION 3. CONSULTANT FEES.

PLEASE NOTE: Consultant fees may be negotiated on a basis of an hourly rate with a not to exceed amount or some other basis instead of a lump sum basis. If so, the provisions of the sample contract shall be modified accordingly.

The Consultant and Owner agree as follows:

- A. All work under this Contract shall be on a lump sum basis. The lump sum fee shall be determined on the basis of man-hours and associated hourly rates for all work required by the Project Description. The Consultant agrees that the lump sum fee is full and complete compensation for the completed Project design, contract documents, and all costs incurred and services rendered by the Consultant, without condition or limitation.
- B. A task list showing Project tasks and associated man-hours is attached as Attachment __.
- C. Hourly rates for all personnel associated with the Project are included in Attachment __. These rates shall remain in effect for the Contract term. Escalation of rates is not permitted without the prior written consent of the Owner.
- D. The lump sum fee for the Project will be paid, subject to approval by the Owner of the Consultant's services, in accordance with the following Project phases:
 - Conceptual Design Phase
 - Preliminary Design Phase
 - Final Design Phase
 - Bidding Phase
 - Construction Phase
 - Total Lump Sum Fee
- E. Work shall not begin on any phase of the Project without express written authorization from the Owner. The Owner and the Consultant agree that the Owner has the right to terminate or stop, in whole or in part, with or without cause, the Consultant's services at any time and the Owner may cancel this Contract at any time with or without cause and without incurring any liability, damages, or cost to the Consultant, except as set forth in Section 6E.

SECTION 4. PAYMENT FOR CONSULTANT SERVICES.

The Owner and Consultant agree that the Owner will only pay the Consultant a portion of the total lump sum fee set forth above for each project phase completed and accepted by the Owner. The Consultant shall submit a request for payment not more than once each month.

The payment requested shall be in proportion to the services completed by Project phase and approved by the Owner. The Owner shall have the final decision with respect to the proportion of the Project completed. A written progress report detailing work completed, identified problems, and remaining work shall accompany each request for payment.

SECTION 5. SPECIAL CONDITIONS.

- A. It is agreed by the Parties hereto that one (1) reproducible copy each of the drawings, tracings, construction plans, specifications, maps, and other documents (including electronic data) prepared or obtained under the terms of the Contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts, computations, and other data shall be made available, upon request, to the Owner without restriction or limitation on their use at no additional cost to the Owner.
- B. It is agreed by the Parties hereto that the Consultant shall proceed to furnish professional services on any phase of the Project under the terms provided in this Contract only after a Notice to Proceed with the next phase has been given to the Consultant in writing by the Owner.
- C. Each party binds itself, its principals, successors, executors, administrators, and assigns to perform all covenants and provisions of this Contract. Except as above noted, neither the Owner nor the Consultant shall assign or transfer its interest in this Contract without the written consent of the other Party hereto, which consent shall not be unreasonably withheld.
- D. The term of this Contract will be completed upon final approval and acceptance of the completed Project by Owner and any participating agencies. However, nothing contained herein shall be construed to establish a period of limitation with respect to any obligation which the Consultant might have under the Contract or the law of Virginia, including liability for errors and omissions.
- E. The Consultant agrees to conduct all the services in compliance with all applicable requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR, Part 60); and agrees to comply with all applicable standards, orders, or regulations issued pursuant of the Clean Air Act of 1970; and will maintain an Affirmative Action Program, if required by applicable law.
- F. Owner advises Consultant that failure of Consultant to carry out the requirements set forth in 45 Federal Register 21186, Section 23.43 (a) (1980) dealing with minority business enterprise, where appropriate, shall constitute a breach of contract and may result in termination of this Contract or such remedy as Owner deems appropriate.
- G. Consultant agrees that the work and services (which shall include, but not be limited to, all plans, drawings, and specifications) Consultant provides for the Owner pursuant to this Contract will comply with all applicable federal, state, and local laws, codes, and regulations that are in effect as of the date of the Contract. Furthermore, Consultant shall, in a timely manner, inform in writing the Owner, during the term of the Contract and until completion of the Consultant's services, about changes or modifications of all such

laws, codes, or regulations that may affect or require modification or changes to any part of the Project so that Owner will be able to determine if changes or modifications should be made to the Project before completion. Consultant further agrees that Consultant does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- H. The Consultant agrees that the Owner, and any approving Federal or State Agency or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Project for the purpose of making an audit, examinations, excerpts, or transcriptions.
- I. The Consultant shall, at its sole expense, obtain and maintain during the life of this Contract the insurance policies and bonds required by this Section. Any required insurance policies and bonds shall be effective prior to the beginning of any work or other performance by the Consultant under this Contract. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have. The following policies and coverages are required:
1. Commercial General Liability. Commercial General Liability insurance shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of the Consultant's performance under this Contract. The minimum limits of liability for this coverage shall be \$1,000,000 combined single limit for any one occurrence.
 2. Contractual Liability. Broad form Contractual Liability insurance shall include the indemnification obligation set forth in this Contract.
 3. Workers' Compensation. Workers' Compensation insurance covering Consultant's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees engaged in work under this Contract. Minimum limits of liability for Employer's Liability shall be \$100,000 bodily injury by accident each occurrence; \$500,000 bodily injury by disease (policy limit); and \$100,000 bodily injury by disease (each employee). With respect to Workers' Compensation coverage, the Consultant's insurance company shall waive rights of subrogation against the City, its officers, employees, agents, volunteers and representatives.
 4. Automobile Liability. The minimum limit of liability for Automobile Liability Insurance shall be \$1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Contract.
 5. Professional Liability. Minimum limits of insurance coverage for Professional Liability shall be \$1,000,000.
 6. Umbrella Coverage. The insurance coverages and amounts set forth in subsections (1), (2), (3), and (4) of this Section may be met by an umbrella liability policy following the form of the underlying primary coverage. Should an umbrella liability insurance coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the coverages required by

subsections (1), (2), (3), and (4), and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by the Consultant to the City.

7. Evidence of Insurance. All insurance, with the exception of Professional Liability Insurance, shall be written on an occurrence basis. Professional Liability Insurance may be written on a claims-made basis. In addition, the following requirements shall be met:
- a) Consultant shall furnish the City a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Certificates of insurance shall include any insurance deductibles.
 - b) The Consultant shall notify the City in writing within five (5) calendar days if any of the insurance coverages or policies are cancelled or materially altered and Consultant shall immediately replace such policies and provide documentation of such to the City.
 - c) The required insurance policies and coverages, excluding those for Workers Compensation and Professional Liability, shall name the City of Roanoke, its officers, agents, volunteers and employees as additional insureds, and the certificate of insurance shall show if the policies provide such coverage. Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance. Additional insured and waiver endorsements shall be received by Roanoke Risk Management from the insurer within 30 days of the beginning of this contract. The City's Risk Manager may approve other documentation of such insurance coverages.
 - d) Insurance coverage shall be in a form and with an insurance company approved by the City which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.
- J. The Consultant agrees to and shall indemnify and hold harmless Owner and its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, cost, and expenses, including reasonable attorney's fees, resulting from or arising out of Consultant's or agent's, subcontractor's and/or subconsultant's negligent activities or omissions on or near any of the Owner's property or easements involved in this Project or arising out of or resulting from Consultant's negligence in providing any of the services under this Contract, including, without limitation, fines and penalties, violations of federal, state, or local laws, or regulations promulgated thereunder, or any personal injury, wrongful death, or property damage claims of any type.
- K. While on Owner's property and in its performance of this Contract, Consultant or its agents, subcontractor's and/or subconsultant's shall not transport, dispose of, or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Contract and Consultant shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous materials, substances, or waste. Regardless of Owner's acquiescence, Consultant agrees to and shall indemnify and hold Owner, its officers, agents, volunteers, and

employees harmless from all costs, damages, liabilities, fines, or penalties, including attorney's fees, resulting from violation of this paragraph and agrees to reimburse Owner for all costs and expenses incurred by Owner in eliminating or remedying such violations. Consultant also agrees to reimburse Owner and hold Owner, its officers, agents, volunteers, and employees harmless from any and all costs, damages, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of Consultant's or its agents, subcontractors and/or subconsultants use or release of any hazardous material, substance, or waste onto the ground or otherwise, or into the water or air from or upon or near Owner's property or easements.

- L. The provisions, requirements, and prohibitions as contained in Sections 2.2 - 4367 through 2.2 - 4377 of the Virginia Code (Ethics in Public Contracting), pertaining to bidders, offerers, contractors, and subcontractors are applicable to this Project.

SECTION 6. SPECIAL PROVISIONS.

- A. If any of the services furnished under this Contract by the Consultant are furnished by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant and shall outline the services to be performed and the charges for the same. Such contracts shall be subject to approval by the Owner. Two copies of the executed contract shall be submitted to the Owner for approval prior to the services being performed. Approval shall not be unreasonably withheld. The Consultant shall be solely responsible for all costs and expenses in connection with any such contracts.
- B. The Owner shall make available to the Consultant all reasonable technical data that is in the Owner's possession, including maps, surveys, property descriptions, borings, and other information requested by the Consultant and relating to its work. The Owner and the Consultant agree that the Owner may decide in its sole discretion the reasonableness of any information requested by the Consultant. The Owner shall designate, in writing to the Consultant, the name of the Owner's Project manager for the Project.
- C. The Consultant shall review Map Plan #6129 for locations of archeological sites within the City of Roanoke and shall notify the Owner of any potential conflicts between the proposed Project and such sites.
- D. The Owner shall pay for the following: (1) publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; (2) for all permits and licenses that may be required by local, state, or federal authorities; and (3) for the necessary land, easements, and rights-of-way required for the Project.
- E. The Owner, at any time, may order the Consultant to immediately stop work on the Contract, and/or by seven days written notice may terminate this Contract, with or without cause, in whole or in part at any time. Upon receipt of such notice, the Consultant shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Contract whether completed or in process.

1. If the termination is due to the failure of the Consultant to fulfill any of its Contract obligations, the Owner may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the Consultant shall be liable to the Owner for any damages allowed by law, and upon demand of Owner shall promptly pay the same to Owner.
 2. Should the Contract be terminated not due in any way to the fault of the Consultant, the Consultant shall only be entitled to compensation for services actually performed prior to notice of termination and approved by the Owner and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination.
 3. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and Owner may pursue any and all such rights and remedies against Consultant as it deems appropriate.
- F. If the documents called for by the Contract are completed in accordance with criteria and/or decisions made by the Owner and such documents are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation as mutually agreed upon between the Owner and Consultant for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the parties. The fee for the changes shall be due and payable when the revisions are approved by the Owner. If agreement cannot be reached between the parties for rendering such services, then the Owner can terminate the Contract without any liability of any type for any damages or compensation to the Consultant, and the Owner will owe nothing further to the Consultant. However, if such changes or revisions are due in any way to the fault of the Consultant, the Owner can require the Consultant to perform the services required under this Contract and make such changes and revisions without any additional charges by the Consultant and pursue such other remedies available to the Owner under this Contract or by law, or any combination of such remedies as the Owner deems appropriate.
- G. By virtue of entering into this Contract the Consultant submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Contract is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such a court according to the laws of the Commonwealth of Virginia.
- H. Consultant agrees that no payment, final or otherwise, nor partial or entire use, occupancy, or acceptance of the Project by the Owner shall be an acceptance of any professional services not in accordance with the Contract, nor shall the same relieve the Consultant of any responsibility for any errors or omissions in connection with the Project or operate to release the Consultant from any obligation under the Contract.
- I. The Consultant shall be fully responsible to the Owner for all acts and omissions of all succeeding tiers of subcontractors, agents, and subconsultants performing or furnishing any of the work just as the Consultant is responsible for its own acts and omissions.
- J. During the performance of this Contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal employment opportunity employer.
 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 4. The Consultant will include the provisions of the foregoing Subsections (1, 2, and 3) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- K. Consultant agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Consultant extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Consultant and does not bar the City from requiring the Consultant to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Consultant under this Contract or by law.
- L. If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract shall not be affected and all other terms and conditions of the Contract shall be valid and enforceable to the fullest extent permitted by law.
- M. (1) During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (2) For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- N. Pursuant to Virginia Code Section 2.2 - 4343.1, be advised that the City of Roanoke does not discriminate against faith-based organizations.
- O. The Consultant agrees that Consultant will comply with the requirements of Section 2.2-4354 of the Va. Code regarding Consultant's payment to other entities and that Consultant will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to Consultant by the City. The Consultant agrees that Consultant shall indemnify and hold the City harmless for any lawful claims resulting from failure of the Consultant to make prompt payments to all persons supplying him equipment, labor, tools, or material in prosecution and completion of the Work provided for in the Contract. In the event of such claims, the City may, after providing written notice to the Consultant, withhold from any progress and/or final payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Contract.
- P. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Consultant's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Consultant. A written decision upon any such claims will be made by the City Manager or her designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Consultant may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of its claim. The decision of the City Manager shall be final and conclusive unless the Consultant within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364, of the Va. Code. Failure of the Owner to render a decision within said 120 days shall not result in the Consultant being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Owner's failure to render a decision within said 120 days shall be Consultant's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365, of the Va. Code, has been established for contractual claims under this Contract.
- Q. Consultant shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a Consultant organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Consultant shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The City may void the Contract if the Consultant fails to remain in compliance with the provisions of this section.
- R. This Contract is or may be subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies and/or from the Council of the City of Roanoke. If any such funding is not provided, withdrawn, or otherwise not made available for the Contract, the Consultant agrees that the City may terminate the Contract on seven (7) days written notice to the Consultant, without any penalty or damages being incurred by the City. Consultant further agrees to and shall comply with

any applicable requirements of any grants and/or agreements providing for such funding, including, but not limited to, any VDOT requirements.

- S. Consultant agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Consultant to the City and all such items shall become the sole property of the City. The Consultant agrees that the City shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the City may reproduce, copy, and use all such items as the City deems appropriate, without any restriction or limitation on their use and without any cost or charges to the City from the Consultant. Consultant hereby transfers and assigns all such rights and items to the City. Consultant further agrees Consultant will take any action and execute any documents necessary to accomplish the provisions of this Section. The Consultant also warrants that Consultant has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.
- T. This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be amended only by written instrument properly executed by the parties.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

ATTEST / WITNESS:

(Full Legal Name of Consultant)

By _____

Printed Name and Title

Printed Name and Title

(SEAL)

ATTEST / WITNESS:

CITY OF ROANOKE, VIRGINIA

By _____

Printed Name and Title

Printed Name and Title

Appropriation and Funds Required
for this Contract Certified

Director/Deputy Director of Finance

Date: _____

Account #: _____

Approved as to form:

City Attorney/Assistant City Attorney

Approved as to execution:

City Attorney/Assistant City Attorney